

GENERAL CONDITIONS OF SALE

Preamble

NUREA is a French company based in Bordeaux that has developed the PRAEVAorta®2 application, a decision support software for vascular surgery and radiology.

Article 1 - Scope of application

In accordance with Article L441-1 of the French Commercial Code, these general terms and conditions of sale ("*GTC*") constitute the basis of the commercial relationship between the parties. The purpose of these terms and conditions is to define the conditions under which NUREA ("*the Service Provider*") provides its professional clients ("*the Client*") with its automated medical image analysis tool, PRAEVAorta®2, for the automated extraction of morphological indicators (hereinafter referred to as the "*Service*" or "*Services*").

They apply without restriction or reservation to all Services rendered by the Service Provider to the Clients, regardless of the clauses that may appear on the Client's documents, and in particular its general terms of purchase.

In accordance with the regulations in force, these Terms and Conditions are systematically communicated to all Customers to enable them to conclude a contract for the provision of the PRAEVAorta®2 solution with the Service Provider (hereinafter the "*Contract*").

The Company, as part of its duty to provide information and advice, has sent the Client these General Terms and Conditions of Sale, the General Terms and Conditions of Use as well as the Software User Manual and the commercial documentation presenting the Services, which the Client acknowledges having read. It is up to the Customer, notably on the basis of this information, to ensure the adequacy of the Services to its own needs and constraints in order to use or not the Services.

Any order for Services implies, on the part of the Customer, the express and unreserved acceptance of these General Terms and Conditions of Sale as well as of all the contractual documentation of the Service Provider, the whole forming an indivisible whole.

The acceptance of the GTC by electronic means has, between the Parties, the same probative value as the agreement on paper.

Any conclusion of a Contract implies the acceptance of these GTC.

The Customer shall comply with the technical requirements recommended by the Provider.

These T&Cs may be amended at any time at the discretion of the Provider.

In the event of a change in the GTC, the applicable GTC shall be those in force on the date of conclusion of the Contract.

Article 2 - Contractual documents

The contractual relationship between the parties is governed by the following contractual documents:

- The present General Conditions of Sale
- The General Terms of Use
- The PRAEVAorta®2 User Manual
- The Contract for the Provision of Services (or Quote)
- All other documents are expressly excluded from the scope of the contract.

Article 3 - Realization of the Sale

The sale of PRAEVAorta®2 Services is complete and the price due only after the conclusion of the Contract between the Provider and the Client containing the specific terms of the Service, expressly accepted by the Client.

Acceptance of the Service implies acceptance of the entirety of these General Terms and Conditions of Sale, as well as of all the contractual documents (Article 2) and constitute proof of the contract concluded.

The data recorded in the Provider's computer system constitutes proof of all transactions concluded with the Customer.

Any changes to the terms and conditions of the Service initially agreed upon by the Customer will only be taken into account, within the limits of the Service Provider's possibilities, if they are notified in writing, at least one (1) month before the date scheduled for the provision of the ordered Services, after the Customer has signed an amendment to the initial Contract and the price has been adjusted, if necessary.

Article 4 - Price and Payment 4.1 Price

The price shall be fixed by mutual agreement between the parties on the basis of a price list drawn up by the Provider and set out in the Agreement.

The Customer may benefit from price reductions or discounts depending on the number of analyses requested within the framework of the use of PRAEVAorta®2, under the conditions and according to the terms fixed between the parties in the Contract.

In the event of under-utilization of the Services by the Customer, no refund or reduction is applicable.

The price is due regardless of any cancellation of the Service after the Client's acceptance.

Notwithstanding Article 1223 of the Civil Code, the parties agree that no reduction of the price may be accepted as a sanction for the non-performance or poor performance of the Service.

4.2 Payment

The price is payable in cash and in full within fifteen (15) days upon receipt by the Customer of the invoice.

The following secure payment methods are used: bank transfer or direct debit.

The parties may agree to settle in installments, provided that the terms of such settlement are detailed in the Contract.

In case of late payment of the amounts due by the Customer :

- The Provider may suspend access to the Services, without prejudice to any other course of action
- Late payment penalties calculated at the legal interest rate plus five (5) points of the amount of the invoice price, including VAT, shall be automatically due and owed to the Service Provider, without any formalities or prior notice.
- Any professional in a situation of late payment is automatically liable, in addition, for a fee of 40 € for collection costs.

In the event of non-payment of any of our invoices, any subsequent payment, whatever the cause, will be charged immediately and by priority to the extinction of the oldest debt. Failure to pay any of our invoices will result in the suspension of access to the Services until the debt is settled.

Article 5 - Terms of delivery of the Services

The Services are delivered in the form of the provision of access codes (User Name / Password) , or to the installation of a connector (Nurea Gateway) in the Client IT infrastructure.

These access codes or connector installation are provided to the Customer as of the conclusion of the Contract.

The Provider shall not be liable to the Customer for any delay in the provision of the Services not exceeding five (5) days.

In the event of a delay of more than five (5) days, the Customer may request the cancellation of the sale.

The Service Provider shall not be liable for any delay or suspension of the provision of the Service attributable to the Customer, or in case of force majeure.

Article 6 - Personal data

The Provider shall be responsible for its obligations under the regulations relating to the protection of personal data, in particular Regulation No. 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and Law No. 78-17 of January 6, 1978 relating to information technology, files and freedoms as amended by LAW No. 2018-493 of June 20, 2018.

In this regard, the Service Provider communicates to the Customer the General Terms of Use of PRAEVAorta®2 as well as its Privacy Policy.

Article 7 - Liability

The Service Provider shall perform its contractual obligations with all possible care.

The PRAEVAorta®2 Services conform to their description in the sales documentation provided to the Customer. It is up to the Customer to prove any non-conformity.

The Provider warrants, in accordance with the law, the Customer against any lack of conformity of the Services and any latent defect, arising from a defect in the design or supply of the Services to the exclusion of any negligence or fault of the Customer.

The Provider undertakes:

- to inform, advise and warn the Client about any element or circumstance of which the Service Provider would be aware and which could hinder the good progress of the Services;
- to provide the Services in compliance with the service levels and in accordance with its Documentation, and more generally with diligence, care and in accordance with the rules and good practices in use in the profession;
- to have and maintain throughout the term of this Contract all permits, approvals, certifications and authorizations necessary to perform its obligations under this Contract;
- to have, and to continue to have, all rights necessary to assign or license to the Customer all intellectual property rights under the conditions defined in this Agreement and in the General Terms of Use;
- to ensure that the Services comply with the regulations in force applicable to them throughout the term of the Contract and to take, at its own expense and promptly, all necessary measures to bring them into compliance in the event that they cease to comply in whole or in part.

The Client agrees to cooperate with the Service Provider and to provide or ensure access to any information or materials that the Service Provider may reasonably require in order to fulfill its obligations under the Agreement.

The Provider's liability shall be limited to proven fault or negligence and shall be limited to direct damages to the exclusion of any indirect damages of any kind. Indirect damages include, but are not limited to, loss of earnings or profits, loss of opportunity, commercial damages, consequences of complaints or claims by third parties against the Customer, notwithstanding the fact that the Provider would have been warned of the possibility of their occurrence.

The Provider shall not be liable in the following cases:

- non-compliance with the legislation of the country in which the Services are delivered, which it is up to the Customer to check before placing his order,
- misuse or use not expressly authorized by the Provider, use for commercial purposes, or force majeure,
- use of all or part of the Services when the Provider, due to a difficulty or for any other reason whatsoever, had recommended to suspend the use of the Services,

- destruction or deterioration of files belonging to the Customer,
- refusal of installation by the Customer, duly informed within a reasonable period of time as provided for in these General Terms and Conditions of Sale, of the updates necessary to maintain the conformity of the Services delivered.

The Customer is solely responsible for access to the Services and is responsible for taking all steps to maintain such access. The Service Provider is released from any responsibility in case of impossibility of access to the Services due to an event beyond its control.

In order to assert its rights, the Customer shall, under penalty of forfeiture of any action relating thereto, inform the Service Provider in writing of the existence of the defects within a maximum period of one (1) month from their discovery.

The Service Provider shall rectify or cause to be rectified, at its sole expense, in a manner acceptable to the Customer, any Services found to be defective.

In any event, the total amount of compensation and any sum payable by the Service Provider shall not exceed the total amount paid by the Customer for the use of the Services concerned, all causes considered, all penalties being deducted, including any refunds that may be ordered.

The Service Provider shall not be liable for any damage suffered by the Customer or a third party resulting directly or indirectly from the Customer's failure to comply with any of its obligations, negligence, or use of the Service for purposes other than those known.

The Customer is solely responsible for the choice of the Service, having received the necessary and sufficient advice and information on its conditions of use, capacities and performance limits.

The Client is solely responsible for the documents sent to PRAEVAorta®2 and for the use of the results and documentation obtained.

The Customer is also solely responsible for the use and/or interpretation of the documents and data he consults and the results he obtains.

This limitation is stipulated with respect to the prices agreed upon in the Contract and is part of the economic balance of the Contract.

Article 8 - Resolution

In the event of a breach by either Party of its obligations hereunder, which is not remedied within fifteen (15) days of notification of the breach in question, the other Party may terminate the Contract, subject to any damages to which it may be entitled.

After failure of any attempt at amicable resolution of the dispute, any termination will have to respect the provisions of articles 1225 and following of the French civil code relating to the resolution of the contract.

Article 9 - Force majeure

The Parties shall not be held liable if the non-performance or delay in the performance of any of their obligations as described herein results from a case of force majeure, as defined in Article 1218 of the Civil Code.

The Party noting the event shall immediately inform the other Party of its inability to perform its Service and justify this to the latter. The suspension of obligations shall in no case be a cause of liability for non-performance of the obligation in question, nor shall it lead to the payment of damages or penalties for delay.

The performance of the obligation is suspended for the duration of the force majeure if it is temporary and does not exceed 30 days. Consequently, as soon as the cause of the suspension of their mutual obligations disappears, the parties will make every effort to perform their contractual obligations. To this end, the prevented Party shall notify the other of the resumption of its obligation by registered letter with acknowledgement of receipt or any extrajudicial act. If the impediment is definitive or exceeds a period of 30 days, the present contract shall be purely and simply terminated in accordance with the terms and conditions defined in the article "*Termination for force majeure*".

Article 10 - Resolution for Force Majeure:

Termination by operation of law for reasons of force majeure may only take place 15 days after a formal notice has been sent, mentioning the intention to apply the present clause, notified by registered letter with acknowledgement of receipt.

Article 11 - Claims :

Any complaints should be made, together with the invoice, to the following email address: support@nurea-soft.com.

Article 12 - Jurisdiction and applicable law:

The Parties agree to attempt to settle amicably any dispute arising between them concerning the interpretation, performance or termination of these GTC.

In the event of failure to reach an amicable settlement, all disputes to which this contract and the agreements arising from it may give rise, concerning their validity, interpretation, execution, resolution, consequences and consequences, shall be submitted to the Commercial Court of Angers, notwithstanding multiple defendants or third-party appeals, and even in summary proceedings.

The present GTC and any operation or contract resulting from it are governed by French law and are written in French. In the event that they are translated into a foreign language, only the French text shall be deemed authentic in the event of a dispute.

Article 13 - Confidentiality

For the purposes of this section, confidential information shall mean any information, documents or data of a commercial, technical, financial or other nature transmitted between

the Parties, including, without limitation, any written or printed documents, plans, samples, models or, more generally, any means or media of disclosure.

The Parties undertake to maintain the strictest confidentiality of all confidential information of the other Party in a manner at least equivalent to that in which they maintain the confidentiality of their own confidential information.

This commitment shall remain valid for the entire term of the Agreement and for a period of two (2) years thereafter.

Article 14 - Acceptance of the Customer :

The present General Terms and Conditions of Sale are expressly agreed and accepted by the Customer, who declares and acknowledges that he has a perfect knowledge of them, and thus waives the right to rely on any contradictory document and, in particular, his own general terms and conditions of purchase, which will not be binding on the Service Provider, even if he has had knowledge of them.

<u>Signature of the Client preceded by the mention " good for acceptance " :</u>
